

No 58

~~K Great Brit. - George III~~

~~358 b. 7~~
47

C. 58.

An ACT for vesting the settled Estate,
late of Ralph Jenison, Esquire, deceased,
at Great Walworth, in the County of
Durham, in Trustees, in trust to be con-
veyed to John Dixon, Gentleman, and
his Heirs, pursuant to a Decree and
subsequent Orders of the Court of Chan-
cery at Durham.



HE REAS, by Indentures of Lease
and Release, bearing Date respectively
the Twenty-second and Twenty-third
Days of February, One Thousand Se-
ven Hundred and Fifty, the Release be-
ing Tripartite, and made or mentioned
to be made between Jacob Tonson, of
the Parish of Saint Mary le Strand, in
the County of Middlesex, Esquire, and
Richard Tonson of the same Place, Esquire, of the first Part;
Ralph Jenison of Walworth, in the County Palatine of Dur-
ham, Esquire, of the second Part; and Phineas Cheeke of Lin-
coln's-Inn-Fields, in the said County of Middlesex, Esquire, since
deceased, of the third Part; in Consideration of the Sum of Six
Thousand and Seventy-eight Pounds and Five Shillings, therein
mentioned to be paid to the said Jacob Tonson and Richard
Tonson by the said Phineas Cheeke, by the Direction and with
the Consent of the said Ralph Jenison, and of the Sum of

Nine Hundred and Twenty Pounds and Fifteen Shillings, therein mentioned to be paid to the said *Ralph Jenison* by the said *Phineas Cheeke*, and other the Considerations therein mentioned, to the said *Jacob Tonson* did, at the Request of the said *Richard Tonson* and *Ralph Jenison*, bargain, sell, and release, and the said *Ralph Jenison* did grant, release, and confirm unto the said *Phineas Cheeke*, his Heirs and Assigns, the Manor or Lordship and Capital Messuage or Chief Mansion-House of *Walworth* in the County Palatine of *Durham*, and all and every the Messuages, Lands, Tenements, and Hereditaments of the said *Ralph Jenison*, in *Walworth* aforesaid, To hold unto and to the Use of the said *Phineas Cheeke*, his Heirs and Assigns, but subject nevertheless to a Proviso or Agreement therein contained for Redemption of the Premises, upon Payment by the said *Ralph Jenison*, his Heirs, Executors, or Administrators, unto the said *Phineas Cheeke*, his Executors, Administrators, or Assigns, of the Sum of Seven Thousand Pounds and Interest for the same, at the Times and in Manner therein mentioned.

and whereas, by Indentures of Lease and Release, bearing Date respectively the sixth and seventh Days of *December*, by One Thousand Seven Hundred and Fifty One, the Release being Tripartite, and made or mentioned to be made between the said *Ralph Jenison* of the first Part, *Susannah Jenison* his now Widow, by her then Name and Description of *Susannah Allan*, of *Allan's-Flatts* in the same County, Spinster, of the second Part; and *George Allan*, of *Blackwell Grange* in the same County, Esquire, and *James Carr* of *Saint Helen Auckland* in the same County, Esquire, of the third Part, All that Manor or Lordship, or reputed Manor or Lordship of *Walworth*, otherwise *Great Walworth*, in the said County of *Durham*; and all that Capital Messuage, situate and being at *Walworth* aforesaid, and commonly called or known by the Name of *Walworth*, otherwise *Great Walworth Hall*, with their several Rights, Members, and Appurtenances and all, and every the Messuages, Tenements, Farmholds, and Hereditaments whatsoever of him the said *Ralph Jenison*, or wherein he, or any Person or Persons in Trust for him, had any Estate or Interest either in Law or Equity, situate or being within the several Towns, Townships, Parishes, Precincts, or Territories of *Walworth*, *Denton*, *Ounby*, *Thornton*, and *Heighington*, in the said County of *Durham*, every or any of them; and all and singular Houses, Outhouses, Edifices, Buildings, Barns, Byers, Stables, Dovecoates, Garths, Gardens, Orchards, Lands, Grounds, Meadows, Pastures, Feedings,

ings, Commons, and Common of Pasture, Mines, Quarries, Woods, Underwoods, and Trees, and the Ground and Soil, of all such Woods, Underwoods, and Trees, Ways, Waters, Watercourses, Easements, Profits, Commodities, Advantages, Emoluments, Hereditaments, and Appurtenances, whatsoever to the said Premises or any Part thereof belonging, or in any wise appertaining, or to, or with the same, or any Part thereof, then or at any Time theretofore held, used, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member thereof, or as belonging thereto, were (in Consideration of a Marriage then intended, and afterwards solemnized, between the said *Ralph Jenison*, and the said *Susannah Allan*, now *Susannah Jenison*, and other the Considerations in the said Indenture Tripartite of Release mentioned) conveyed, settled, limited, and assured, (subject to such Incumbrances as did affect the same at the Time of the Sealing and Delivering of the said Indenture Tripartite) to the Use of the said *Ralph Jenison* and his Assigns for and during the Term of his natural Life, without Impeachment of Waste, and from and after his Decease, then to, for, and upon such Uses, Trusts, Intents, and Purposes, as the said *Ralph Jenison*, and *Susannah*, his then intended Wife, by any Deed or Deeds, Writing or Writings, under their Hands and Seals, in the Presence of two or more credible Witnesses to be respectively duly executed, should direct or appoint; and in default of such Direction or Appointment, and in the mean Time until the same should be made and take Place, to the Use and behoof of the said *Susannah Allan*, now *Susannah Jenison*, and her Assigns, for and during the Term of her natural Life for her Jointure, and in Barr of Dower, and, from and after her Death, to the Use and Behoof of the said *Ralph Jenison*, his Heirs and Assigns for ever.

And whereas, by Indenture bearing Date the sixth Day of March, One Thousand Seven Hundred and Fifty Three, and made or mentioned to be made between the said *Ralph Jenison* of the one Part, and the said *Pbineaas Cbeeke* of the other Part, the said *Ralph Jenison* did charge the said Manor or reputed Manor of *Walworth*, and the Messuages, Lands, and Hereditaments, comprised in the Mortgage or Security herein before recited, with the Payment, unto the said *Pbineaas Cbeeke*, his Executors, Administrators, or Assigns, of the Sum of Five Hundred Pounds, and Interest for the same, at the Time and in Manner therein mentioned.

150 admo 1610
-500 admo 1610
150 admo 1610

And whereas the said *Pbineaas Cbeeke* made his last Will and Testament in Writing, bearing Date the Third Day of *July*, One Thousand Seven Hundred and Fifty Three, and appointed *Barnaby Backwell*, Esquire, *Robert Pocklington*, Esquire, and *William Mackworth Praed*, Executors thereof; but the said *William Mackworth Praed* alone proved the said Will, and took upon himself the Execution thereof, and thereby became intituled to receive the said several principal Sums of Seven Thousand Pounds, and Five Hundred Pounds so secured to be paid to the said *Pbineaas Cbeeke* as aforesaid, and all Interest attending the same.

And whereas the said *Ralph Jenison* did, by several other Deeds, Instruments, or Assurances in the Law, charge the said Manor or reputed Manor of *Walworth*, and the several Mesuages, Lands, Hereditaments, and Premises, comprised in the before recited Mortgage or Security, with the Payment unto the said *William Mackworth Praed*, his Executors, Administrators, or Assigns, of several Sums of Money amounting together to Three Thousand Nine Hundred and Ninety Pounds, with Interest, over and above the several Sums of Seven Thousand Pounds and Five Hundred Pounds before-mentioned.

And whereas the said *Ralph Jenison*, and *Susannah Jenison*, did not make any Appointment pursuant to the Power given, and reserved to them in and by the said recited Settlement as aforesaid, but the said *Ralph Jenison*, soon after making and executing the several Charges or Securities last before mentioned, departed this Life, having first made and duly executed his last Will and Testament in Writing, bearing Date the Twenty Second Day of *March*, One Thousand Seven Hundred and Fifty Six, and thereby, after confirming the before-mentioned Settlement, did give and devise the said Manor or reputed Manor of *Walworth*, and the several Mesuages, Lands, and Hereditaments in the said Settlement comprised, to take Effect after the Determination of the several Uses and Estates thereby limited and created, to the Use of Trustees therein named, and their Heirs; Upon Trust to permit *Robert Sbafio* of *Benwell*, in the County of *Northumberland*, Esquire, to receive the Rents, Issues, and Profits thereof during his natural Life; and from and after the Determination of that Estate, to the Use of the first and other Sons of the said *Robert Sbafio*, lawfully, begotten successively in Tail Male; Remainder to the Use of all, and every the Daughter and Daughters of the said *Robert Sbafio*, their Heirs, and Assigns for ever, share and share alike, to take, inherit, and

and enjoy as Tenants in Common, and not as Joint Tenants; and for default of such Issue, to his the said Testator's Heir at Law: And the said Testator gave and bequeathed (after Payment of his just Debts and Funeral Expences) all his Leasehold Estate, Plate, Jewels, Goods, Chattles, and Effects whatsoever and wheresoever, unto the said *Susannah Jenison* his Wife, to her only proper Use and Benefit, and appointed the said *Susannah Jenison*, sole Executrix of his said Will, who duly proved the same in the proper Ecclesiastical Court, and took upon herself the Execution thereof.

And whereas the said *Ralph Jenison*, the Testator, died in the Month of *May*, One Thousand Seven Hundred and Fifty Eight, without Issue, leaving the said *Robert Shafte* his Nephew, and Heir at Law.

And whereas the said *Ralph Jenison*, the Testator, being indebted at the Time of his Death to several Persons, in several considerable Sums of Money upon Bonds, Specialties, and by simple Contracts, over and above and exclusive of the Mortgage Debt before-mentioned, a Bill was exhibited in the Court of Chancery at *Durbam*, by *Jenison Shafte* of *Wratting Park*, in the County of *Cambridge*, Esquire, and *Newark Hudson* of *Fatfield*, in the said County Palatine of *Durbam*, two of his Creditors, on behalf of themselves and all other the simple contract Creditors of the said *Ralph Jenison* the Testator, against the said *Susannah Jenison*, *Susannah Stokes*, Widow, a Devisee named in the Will of the said *Phineas Cheeke*, the said *William Mackworth Praed*, and others the Devisees named in the Will of the said *Phineas Cheeke*, deceased, the said *Robert Shafte*, and *Camilla Shafte*, his then only Child, and *Brice Fisher* of

Esquire,

Praying an Account of the Personal Estate of the said *Ralph Jenison* the Testator, and of the Rents and Profits of his real Estate, and that the said real Estate might be sold, and, out of the Money arising by such Sale, and by the said personal Estate, the said *William Mackworth Praed*, and all other the Creditors of the said *Ralph Jenison*, the Testator, might be paid their principal Debts, Interest, and Costs; and that the surplus Money, if any, might be settled and secured for the Benefit of the said *Robert Shafte*, and his Children, pursuant to the Will of the said *Ralph Jenison*.

And whereas, on hearing the said Cause the Thirtieth Day of *May*, One Thousand Seven Hundred and Fifty Nine, a Debt of One Thousand Pounds due to the said *Jenison Shafte*, from the said *Ralph Jenison*, the Testator, upon

two Notes for Five Hundred Pounds each, and also a Debt of One Hundred and Fifty Pounds due from the said *Ralph Jenison*, the Testator, to the said *Jenison Shafte*, for Money by him paid for the said *Ralph Jenison*, and also two several Debts of One Hundred Pounds, and Twenty Seven Pounds Seventeen Shillings and Eight-pence Farthing, due from the said *Ralph Jenison*, the Testator, to the said *Newark Hudson*, and amounting together to One Thousand Two Hundred and Seventy-seven Pounds Seventeen Shillings and Eight-pence Farthing, were declared to be well proved ; and it was decreed, that the same should be paid accordingly in a Course of Administration ; and it was further decreed, that the Register of the said Court or his Deputy should take an Account of what was due to the said *William Mackworth Praed*, for Principal and Interest upon the several Mortgages herein before-mentioned, and of all other the Debts of the said *Ralph Jenison*, the Testator, due at the Time of his Death, either by Specialty or simple Contract, with Interest for such of the Debts as bore Interest, and state the Priority thereof respectively ; and that an Account should also be taken of the personal Estate and Effects of the said *Ralph Jenison*, received by the said *Susannah Jenison*, and of the Rents and Profits of the real Estate of the said *Ralph Jenison*, received by the said *Susannah Jenison* ; and the said *Robert Shafte*, consenting by his Counsel to a Sale of the said Mortgaged Premises at *Walworth*, it was further ordered and decreed, That the Premises of *Walworth* should be sold intire, or in Parcels, to the best Bidder, before the said Register, or his Deputy, in the Chancery Office at *Durham*, and that all proper Parties should join in such Sale, and out of the Money arising by such Sale, what should be found due to the said *William Mackworth Praed*, for his principal and Interest, and likewise his Costs, should be paid in the first Place, in Case the purchase Money should be sufficient for that Purpose ; and in Case the purchase Money should be more than sufficient to pay what should be reported due to the said *William Mackworth Praed*, it was further ordered and decreed, that the Surplus thereof should be paid into Court, and all further Considerations were reserved until the Register or his Deputy should have made his Report.

And whereas the said Deputy Register, by his Report, bearing Date the Seventeenth Day of *August*, One Thousand Seven Hundred and Fifty-nine, did certify that *John Dixon*, of the City of *Durham*, Gentleman, was the best Bidder for, and Purchaser of, the said Estate and Premises at *Walworth*, at the Price of Sum of Fourteen Thousand Pounds, on having a good Title made to him thereof, which Report was by two subsequent

quent Orders; dated, the one on or about the Twenty-eighth Day of the same *August*, and the other on or about the Third Day of *October*, One Thousand Seven Hundred and Fifty-nine, absolutely confirmed.

And whereas, by a subsequent Report, dated the Third Day of *April*, One Thousand Seven Hundred and Sixty, the said Deputy Register did certify, that there would be due to the said *William Mackworth Praed*, on his Mortgages, on the Twentieth Day of *April*, One Thousand Seven Hundred and Sixty, and that there was due to other the Creditors therein mentioned, by Specialty and simple Contract, for Principal and Interest upon their several Securities, on the Third Day of *April*, One Thousand Seven Hundred and Sixty, several Sums of Money, amounting in the whole to the Sum of Eighteen Thousand Four Hundred and Ninety-five Pounds Fifteen Shillings and Four-pence Farthing, exclusive of the aforesaid several simple Contract Debts of One Thousand Two Hundred and Seventy-seven Pounds Seventeen Shillings and Eight-pence Farthing, decreed to be due to the said *Jenison Saffo*, and *Newark Hudson* respectively as aforesaid; and also exclusive of the Sum of Four Hundred and Sixty-five Pounds and Six Shillings, paid by the said *Susannah Jenison*, for Principal and Interest, to some of the Bond Creditors, and one Hundred and Forty-four Pounds Three Shillings and Three-pence, paid by her to some of the Simple Contract Creditors of the said *Ralph Jenison*.

And whereas the said last mentioned Report was, by a subsequent Order of the said Court, made on or about the Eighth Day of *April*, One Thousand Seven Hundred and Sixty, established and confirmed, and it was thereby further ordered, that the said *John Dixon* should, out of his purchase Money, pay to the said *William Mackworth Praed*, on or before the Twentieth Day of the then Instant *April*, the Sum of Eleven Thousand Seven Hundred and Sixty-one Pounds Six Shillings and Six-pence, reported due to him for his Principal and Interest upon his several Mortgages before-mentioned, and that, upon Payment thereof to him, with his Costs of the said Suit, he the said *William Mackworth Praed* should convey the said Mortgaged Premises at *Wakworth*, to the said *John Dixon* and his Heirs, or as he should direct, and procure all proper Parties to join in such conveyances.

And whereas, by an Account taken of the personal Estate and Effects, and of the Rents and Profits of the real Estate of the said *Ralph Jenison* the Testator, come to the Hands of *Susannah*

Susannah Jenison his Executrix, since his decease, it doth appear that the same amounts to the Sum of Two Thousand Nine Hundred and Sixty-four Pounds Twelve Shillings and Six-pence Farthing, and that there hath accrued due, since the said Report of the third Day of *April*, One Thousand Seven Hundred and Sixty, for Interest of the said Eighteen Thousand Four Hundred and Ninety Five Pounds Fifteen Shillings and Four-pence Farthing; and also of the said One Thousand Two Hundred and Seventy-seven Pounds Seventeen Shillings and Eight-pence Farthing, reported and decreed to be due to the several Creditors as aforesaid, (and which last mentioned Sum, by a subsequent Report bearing Date the Fifth Day of *March* One Thousand Seven Hundred and Sixty-two, after making some Allowances and Deductions, is reduced to the Sum of One Thousand One Hundred and Forty-nine Pounds Fifteen Shillings and Eight-pence Farthing) several Sums of Money, which with the said principal Monies, and two other Debts stated in the said Report of the Fifth Day of *March*, to be due from the said *Ralph Jenison*, and the Interest thereof, far exceed the amount and Value of the personal Estate of the said *Ralph Jenison* the Testator, and of the said Manor Lands and Hereditaments so purchased by, and decreed to be conveyed to, the said *John Dixon* as aforesaid, as by the said last mentioned Report doth appear.

And whereas the said *Robert Shafto* hath at present two Sons and one Daughter, viz. *Robert Shafto*, *Jenison Shafto*, and *Camilla Shafto*, who are all Infants, and no other Issue.

And whereas, though it manifestly appears to be for the mutual Benefit and Advantage of all Parties interested in the before-mentioned settled Estate at *Warkworth*, that the Purchase, so made by the said *John Dixon* under the Authority and Decree of the Court of Chancery at *Durham*, should be completed and carried into Execution, and that the Purchase Money should be applied in the first Place in Payment and Satisfaction of the Principal Interest and Costs, so due and owing to the said *William Mackworth Praed*, and afterwards that the Residue and Surplus thereof should be paid into the said Court to be applied in such Manner as in the said Decree and Orders herein before-mentioned and recited, or any subsequent Decree or Order of the said Court is and are or shall be directed, yet, by Reason of the Limitations contained in the Will of the said *Ralph Jenison*, and the Minority of the Children of the said *Robert Shafto*, the same cannot be rendered effectual to answer the Intention of the Purchasor without the Aid and Authority of Parliament.

Wherefore, your Majesty's most dutiful and loyal Subjects, the said *Susannah Jenison*, *Robert Shafto*, on behalf of himself and

and the said *Robert Shafio, Jenison Shafio, and Camilla Shafio*,
his Infant Children, and the said *John Dixon*,

Do most humbly beseech Your MAJESTY;

That it may be enacted, and be it enacted, by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons in this present Parliament assembled, and by the Authority of the same, That the Purchase, so made by the said *John Dixon*, of the said Estate, of the said *Ralph Jenison*, deceased, at *Walworth*, otherwise *Great Walworth* as aforesaid, and which is herein after particularly mentioned and described, shall be, and is hereby absolutely ratified, confirmed, and established.

And it is hereby further enacted, and declared, by the Authority aforesaid, that all that the Manor or Lordship or reputed Manor or Lordship of *Walworth*, otherwise *Great Walworth*, in the said County of *Durham*, and all that Capital Messuage, situate and being at *Walworth* aforesaid, and commonly called or known by the Name of *Walworth* otherwise *Great Walworth Hall*, with their several Rights, Royalties, Members and Appurtenances; and all those several Closes or Parcels of Ground there, late in the actual Possession of the said *Ralph Jenison* deceased, and now in the Possession of the said *Susannah Jenison*, of the yearly Value of Ninety Pounds or thereabouts, and all those Messuages, Tenements, Farm and Farmhold, situate, lying, and being at *Walworth* otherwise *Great Walworth* aforesaid; And all those several Lands, Closes, or Parcels of Ground thereunto belonging, or therewith now or late letten, held, or enjoyed, late in the Possession or Occupation of *John Myres* as Tenant thereof, at, and under the yearly Rent of One Hundred and Seventy-six Pounds; and all that other Messuage, Tenement, and Farm and Farmhold, situate, lying, and being at *Walworth* otherwise *Great Walworth* aforesaid; and all those several Lands, Closes, or Parcels of Ground thereunto belonging, or therewith now or late letten, held, or enjoyed, late in the Possession or Occupation of *William Cowling*, as Tenant thereof, at, and under the yearly Rent of One Hundred and Eighty Pounds; and all, and every other the Manors or Lordships, or reputed Manors or Lordships, Messuages, Lands, Tenements, Farms, Farmholds, Grounds and Hereditaments, late of the said *Ralph Jenison* deceased, conveyed or mentioned, or intended to be conveyed or charged by way of Mortgage, to the said *Phineas Cbeeke*, and *William Mackworth Praed*, respectively as aforesaid, or mentioned

ed, or intended to be purchased by the said *John Dixon* as aforesaid, with their several Rights, Royalties, Members, and Appurtenances; and all and every other the Manors or Lordships, or reputed Manors or Lordships, Messuages, Tenements, Farms, Farmholds, Lands, Grounds, and Hereditaments, whatsoever, late or heretofore of him the said *Ralph Jenison* deceased, or whereof or wherein, he, or any Person or Persons, in Trust for him, or any Person or Persons, claiming or to claim by, from, or under, or to the Use of, or in Trust for him, had, have, or hath any Estate or Interest, either in Law or Equity, situate or being within the several Towns, Townships, Parishes, Precincts, or Territories of *Walworth* otherwise *Great Walworth*, *Denton*, *Ounby*, *Thornton*, and *Heigington*, every, or any of them, in the said County of *Durham*; and all and singular Houses, Outhouses, Edifices, Buildings, Barns, Byers, Stables, Dovecoats, Garths, Gardens, Orchards, Lands, Grounds, Meadows, Pastures, Feedings, Commons, and Common of Pasture, Mines, Quarries, Woods, Underwoods, and Trees, and the Ground and Soil of all such Woods, Underwoods, and Trees, Ways, Waters, Water-Courses, Easements, Profits, Commodities, Advantages, Emoluments, Royalties, Hereditaments, and Appurtenances whatsoever, to the said Premises or any of them or any Part thereof belonging, or in any wise appertaining, or to, or with the same, or any of them, or any Part thereof, now, or at any Time heretofore, held, used, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member thereof, or as belonging thereunto; And the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the said Premises, shall the Day of

One Thousand Seven Hundred and Sixty be
settled upon and vested in, and the same are hereby from
thenceforth settled upon, and vested in

their Heirs, and Assigns, to the Use of them the said

their Heirs and Assigns, freed and discharged, and absolutely acquitted, exempted, exonerated and indemnified of, from, and against all and every the Uses, Estates, Trusts, Powers, Provisoes, and Limitations, which, in, and by, the said Indenture of Settlement of the Seventh Day of *December*, One Thousand Seven Hundred and Fifty-one, and the said Will of the said *Ralph Jenison*, bearing Date the Twenty-second Day of *March*, One Thousand Seven Hundred and Fifty-six, herein before respectively recited, were, or are respectively, limited, created,

created, provided and declared, of, and concerning the same Manor, Hereditaments, and Premises, or any Part thereof, and of, from, and against all and every the Estates, Rights, Titles, Interests, Claims and Demands whatsoever, of them the said *Susannah Jenison* the Widow, either in her own Right or as Executrix of the said *Ralph Jenison* the Testator, or the said *William Mackworth Praed*, or any other the Creditors of the said *Ralph Jenison* the Testator, or any Person or Persons lawfully claiming, or to claim, by, from, or under, or in Trust for them, or any of them, or the said *Phineas Cheeke* deceased, or which they, or any of them, or any Person or Persons in Trust for them, or any of them, can or may have Claim, Demand, or be intitled to, of, into, or out of the Manor or reputed Manor, Messuages, Lands, Hereditaments, and Premises, hereby vested in them the said

and

their Heirs as aforesaid, or any Part or Parcel thereof, but nevertheless upon Trust, that they the said

or the Survivor of them, or the Heirs of such Survivor, shall and do (upon Payment by the said *John Dixon*, his Heirs, or Assigns, unto the said *William Mackworth Praed*, his Executors, Administrators, or Assigns, in the first Place of the said Sum of Fourteen Thousand Pounds, so agreed to be paid by him the said *John Dixon* for the Purchase of the Manor, Messuages, Lands, and Hereditaments, whereof he was confirmed the best Purchaser as aforesaid, or so much thereof, as will be sufficient in Discharge and Satisfaction of the Principal Interest and Cotts, which shall be due and owing to the said *William Mackworth Praed*, his Executors, Administrators, or Assigns, at the Time of Payment thereof; and the Residue and Surplus of the said Purchase Money, if any be, into the said Court of Chancery at *Durham*, or to the Register of the said Court or his Deputy, to be placed to the Credit of the said Cause) absolutely grant, convey and assure the said Manor, or reputed Manor, Messuages, Lands, Tenements, Hereditaments, and Premises herein before-mentioned and described, and by this Act vested, or intended to be vested, in them the said

and their Heirs as aforesaid with their and every of their Rights, Royalties, Members, and Appurtenances, unto, and to the Use of the said *John Dixon*, his Heirs and Assigns for ever; or to the Use of such Person and Persons, and for such Estate or Estates, as he the said *John Dixon*, or his Heirs, shall in that behalf nominate, direct, or appoint.

AND

And it is hereby further enacted, and declared by the Authority aforesaid, that in the mean Time, and until the Conveyance or Conveyances shall be made and executed as aforesaid, the said

and the Survivor of them, and his Heirs, shall and do permit and suffer the Rents, Issues, and Profits of the Manor, Messuages, Lands, Hereditaments and Premises, hereby vested in them in Trust as aforesaid, to be received and taken by such Person and Persons, as would for the Time being have been intituled and ought to receive the same, in Case this Act had not been made.

And it is hereby further enacted, and declared, by the Authority aforesaid, that the Receipt and Receipts of the said *William Mackworth Praed*, his Heirs, Executors, or Administrators, and of the Register of the said Court of Chancery at *Durbam*, or his Deputy for the Time being under his, and their Hand and Hands respectively, for the Purchase Money before mentioned, or so much thereof as shall be paid into their Hands respectively, shall effectually acquit and discharge the said *John Dixon*, his Heirs and Assigns, and the Trustees before named, their respective Heirs, Executors, and Administrators, of, and from the same; and that, from and after such Receipt or Receipts shall be given, the said *John Dixon* and the said Trustees, their respective Heirs, Executors, and Administrators, shall not, nor shall any of them, be answerable or accountable for any Loss, Misapplication, or Non-application of the said Purchase Money, or any Part thereof; and also that they the said

their respective Heirs, Executors, and Administrators, shall and may, by and out of the Rents and Profits of the Manor, Lands, and Hereditaments, hereby vested in them as aforesaid, retain to and re-imburse themselves for all Costs, Charges, and Expences, which they respectively shall or may sustain or be put unto, in and about the Execution and Performance of the Trusts hereby in them reposed.

Saving always to the King's Most Excellent MAJESTY, his Heirs, and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than, and except the said *Susannah Jenison*, and *Robert Sbafto*, and the said *Robert Sbafto* and *Jenison Sbafto*, his Sons, and the Heirs Male of their respective Bodies begotten, and the said *Camilla Sbafto*, Daughter of the said *Robert Sbafto*, and the Heirs of her Body begotten, and her Heirs, and all and every other

other the Son and Sons, Daughter and Daughters, of the said *Robert Sbasto* to be begotten, and the Heirs Male, and Heirs of the respective Bodies of such Sons or Daughters, and the Right Heirs of such Daughters, and also the Right Heirs of the said *Ralph Jenison* the Testator, and also the said *William Mackworth Praed*, and all and every other the Creditor and Creditors of the said *Ralph Jenison*, whether by Bond, Specialty, or Simple Contract, their respective Heirs, Executors, Administrators, and Assigns, and all and every other Person and Persons, as well Trustees as others, claiming or to claim any Estate, Right, Title, Trust, Interest, Benefit, or Advantage, either in Law or Equity, of, in, to, or out of the Manor, or reputed Manor, Lands, Tenements, Hereditaments, and Premises vested by this Act, in Trust to be conveyed as aforesaid, every, or any Part thereof, by Virtue of, or under the Marriage Settlement, or Will of the said *Ralph Jenison*, herein before recited, or either of them, or by Virtue of, or under, any Bond, Security, or Simple Contract, entered into, or executed by the said *Ralph Jenison*, and *Susannah* his Wife, or either of them, to, or in Trust for the said *Phineas Cheeke* deceased, and *William Mackworth Praed*, respectively, or any other of the Creditors of the said *Ralph Jenison* and *Susannah* his Wife, or either of them; all such Estate, Right, Title, Interest, Benefit, Property, Claim, and Demand of, into, or out of the said Manor or reputed Manor, Lands, Tenements, Hereditaments, and Premises, hereby vested in them the said

and their Heirs, in Trust to be conveyed as aforesaid, as they, every, or any of them had before the passing this Act, or could, or might have had, and enjoyed in Case this Act had not been made.

